

1 **JEFFREY S. YOUNG, SBN172016**
2 **LAW OFFICES OF JEFFREY S. YOUNG**
3 1307 State Street, First Floor
4 Santa Barbara, CA 93101
5 jeff@jeffreyyounglaw.com
6 Tel: (805) 884-0338
7 Fax: (805) 884-0799

8 Attorney for Plaintiff GREG YOUNG PUBLISHING, INC.

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 GREG YOUNG PUBLISHING, INC., a
12 corporation,

13 Plaintiff,

14 v.

15 CAFEPRESS, INC., a corporation, and DOES
16 1 to 10,

17 Defendants
18

Case No. 2:15-cv-06013

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

JURY TRIAL DEMANDED

19
20
21 **COMPLAINT**
22

23 Plaintiff, Greg Young Publishing, Inc. ("GYP"), by its undersigned counsel,
24 for its complaint against CafePress, Inc. ("Defendant"), alleges as follows:
25

26 **PARTIES**

27 1. Greg Young Publishing, Inc. (Plaintiff) is a California corporation domiciled
28 in Santa Barbara, California. Greg Young is the corporation's president

1 and sole shareholder.

- 2 2. CafePress, Inc., (Defendant) is a Delaware Corporation domiciled in
3 Louisville, Kentucky. CafePress, Inc. maintains corporate offices in San
4 Mateo, California.

5
6 **JURISDICTION AND VENUE**

- 7 3. This case is a civil action arising under the copyright laws of the United
8 States, 17 U.S.C. §§ 101 *et seq.* This Court has subject-matter jurisdiction
9 over this action pursuant to 17 U.S.C. § 501, 28 U.S.C. § 1331, and 28
10 U.S.C. § 1338.
- 11 4. Personal Jurisdiction and Venue are proper in this judicial district pursuant
12 to 28 U.S.C. §§ 1391(b) and (c) because defendant advertises, markets
13 and sells goods in this district via the Internet or directly. Defendant's
14 wrongful conduct caused harm in this district, which harm defendant knew
15 and/or intended would occur in this district.

16
17 **FACTUAL BACKGROUND**

18 **Greg Young Publishing, Inc.**

- 19 5. Plaintiff, Greg Young Publishing, Inc. (hereinafter "GYP") is a
20 California-based art publisher. GYP represents several artists, including
21 Kerne Erickson.
- 22 6. Kerne Erickson is one of the many successful artists that GYP represents.
23 The vintage-inspired travel and beach themed paintings created by Mr.
24 Erickson have proven to be some of the most popular works licensed by
25 GYP. Mr. Erickson's works are unique within those offered by GYP in that
26 GYP personally commissions works from Mr. Erickson and purchases the
27 copyrights in those works by way of an assignment.

- 1 7. Since the late 1990's, GYP has collaborated with Mr. Erickson on a series
2 of original designs that have become internationally known in the area of
3 retro-vintage poster art. At that time, GYP began publishing the designs as
4 posters and selling them to the public.
- 5 8. Mr. Erickson's works have been a top seller on Art.com, the largest retailer
6 of poster and wall decor art. In about 2002, GYP started to license Mr.
7 Erickson's designs to manufactures of various products such as puzzles,
8 greeting cards, postcards, shower curtains, shoes, apparel and much
9 more. In 2006, GYP published a coffee table book entitled Kerne Erickson,
10 which showcases Mr. Erickson's work. This book was sold through the
11 Tommy Bahama retail outlets.
- 12 9. Mr. Erickson has been and continues to be, one of Hawaii's most
13 recognizable artists for postcard, greeting card and calendar printed
14 materials. Mr. Erickson's designs have been used on a number of T.V.
15 and motion picture background set dressings. The Bequia Beach Hotel, a
16 five star hotel in the Eastern Caribbean, promotes in its marketing
17 materials the fact that Mr. Erickson's work is a feature of their hotel rooms.
18 Mr. Erickson has also worked for Disney, the last project being the 130 foot
19 mural in Disney's Grand California Adventure Hotel. In 2007, Norwegian
20 Cruise lines, through GYP, created an exclusive line of merchandise that
21 features Mr. Erickson's designs. This merchandise was sold on their
22 cruise ships operating in the Hawaiian Islands. The November 2014 issue
23 of Harrods Travel Magazine featured an article with three of Mr. Erickson's
24 works.
- 25 10. When licensing to manufactures, GYP has always required a visible
26 attribution that notices Kerne Erickson as the artist and GYP as the
27 copyright owner. Despite this fact, and because of Mr. Erickson's
28 popularity, GYP is constantly required to protect its rights in and out of

1 court against willful infringers who believe that they can do as they please
2 without any consequences and in violation of the law.

- 3 11. GYP has and continues to protect the copyrights it has acquired for Mr.
4 Erickson's works. GYP registers all of its artwork with the U.S. Copyright
5 Office and places a watermark on all of the artwork it displays on its
6 website, along with a notice of copyright. In addition, all licensees of
7 GYP's artworks are required to place a copyright notice and a Kerne
8 Erickson attribution on the artwork that they offer for sale.

9
10 **CafePress**

- 11 12. Founded in 1999, CafePress is an e-commerce vendor that allows users to
12 upload images of artwork, slogans, and designs for printing by CafePress
13 on products such as shower curtains, magnets, postcards, water bottles,
14 travel bags, coffee mugs, travel posters, t-shirts, buttons, iPad sleeves,
15 decals, note cards, hoodies, greeting cards, sweatshirts, wall art posters,
16 baseball jerseys, beer labels, mouse pads, jigsaw puzzles, ornaments,
17 tank tops, key-holders, cufflinks, aprons, flip-flops, journals, cocktail
18 platters, cutting-boards, and a myriad of other such products. These
19 products are then offered for sale to the public as alleged in paragraph 16.
- 20 13. CafePress provides the blank products for printing and controls all aspects
21 of manufacturing, printing, price setting, and shipping.
- 22 14. According to its website, "CafePress prints most orders at our state-of-the-
23 art production facility in Louisville, Kentucky. Measuring more than three
24 football fields, this facility has hundreds of state-of-the-art printing presses
25 perfectly matched for the 250+ products we print." . . . "CafePress.com
26 uses many of the state of the art technologies to produce the items we
27 sell."
28

- 1 15. CafePress' 2015 Form 10K filed with the Securities and Exchange
2 Commission states: "Our facility in Louisville, Kentucky has innovative
3 technology and manufacturing processes that enable us to provide
4 high-quality customized products that are individually built to order. Our
5 proprietary processes enable us to produce a broad range of merchandise
6 efficiently, cost effectively and quickly. We maintain custom printing
7 production capabilities in Norcross, Georgia in connection with our EZ
8 Prints, Inc. brand. We also maintain a diverse network of contract
9 manufacturers that give us the ability to broaden our manufacturing
10 capabilities and produce in certain international locales."
- 11 16. The artwork, slogans and designs uploaded by CafePress' users to the
12 CafePress website are sold through either: (1) a user's virtual shop on
13 CafePress' website, (2) the CafePress Marketplace on CafePress' website,
14 or (3) a CafePress "feed" on a third party website such as E-Bay or
15 Amazon.
- 16 17. The CafePress website also allows the user to have a virtual CafePress
17 "shop" including an online storefront and website hosting, order
18 management, fulfillment, payment processing, and customer service.
- 19 18. CafePress advertises and sells products through its CafePress
20 Marketplace which consists of the goods sold on its www.cafepress.com
21 website. CafePress' 2015 Form 10K states: "A significant proportion of our
22 revenue has been derived from the online sale of user-designed products
23 through our marketplace CafePress.com and through distribution channels
24 derived from that marketplace."
- 25 19. CafePress determines what designs and products will be available through
26 the CafePress Marketplace and sets the retail prices for items sold from
27 there. When a third party purchases a user's uploaded image from the
28 CafePress Marketplace, CafePress pays the user a set royalty.

THE INFRINGED ARTWORK

20. Relevant to this action, Mr. Erickson painted 18 separate original pieces of artwork ("The Artwork") entitled:

- 1) "Aloha," see Exhibit "A,"
- 2) "Aloha from Hawaii," see Exhibit "B,"
- 3) "Havana No. CS32" see Exhibit "C,"
- 4) "Catalina By Air," see Exhibit "D,"
- 5) "Visit Cuba," see Exhibit "E,"
- 6) "The Lindbergh Line," see Exhibit "F,"
- 7) "Cuba," see Exhibit "G,"
- 8) "Aloha Hawaii," see Exhibit "H,"
- 9) "Varadero Cuba," see Exhibit "I,"
- 10) "Cuba and American Jockey Club," see Exhibit "J,"
- 11) "Cuba Land of Romance," see Exhibit "K,"
- 12) "Escape to Cuba," see Exhibit "L,"
- 13) "Key West," see Exhibit "M,"
- 14) "Cocoa Beach," see Exhibit "N,"
- 15) "Havana No. CS99," see Exhibit "O,"
- 16) "Pineapple," see Exhibit "P,"
- 17) "Coconut," see Exhibit "Q,"
- 18) "Ginger" see Exhibit "R."

21. At all times relevant herein, Mr. Erickson and Greg Young Publishing, Inc. have complied in all respects with the Copyright Act, 17 U.S.C. § 101, *et seq.*, and secured the exclusive rights and privileges in and to the copyrights of "The Artwork."

22. A registration for "Aloha" was issued by the U.S. Copyright Office effective in 2002 and carrying Registration Number VA1-150-890. A supplemental registration for this work was issued by the U.S. Copyright Office effective

1 July 25, 2013, carrying Registration Number VA1-433-507. Attached as
2 part of Exhibit "A" is a true and correct copy of the certificate of registration
3 for "Aloha."

4 23. A registration for "Aloha from Hawaii" was issued by the U.S. Copyright
5 Office effective in 2002 and carrying Registration Number VA1-159-676. A
6 supplemental registration for this work was issued by the U.S. Copyright
7 Office effective July 25, 2013, carrying Registration Number VA1-433-531.
8 Attached as part of Exhibit "B" is a true and correct copy of the certificate
9 of registration for "Aloha from Hawaii."

10 24. A registration for "Havana No. CS32" was issued by the U.S. Copyright
11 Office effective in 2000 and carrying Registration Number VA1-002-260. A
12 supplemental registration for this work was issued by the U.S. Copyright
13 Office effective October 21, 2003, carrying Registration Number
14 VA1-236-997. Attached as part of Exhibit "C" is a true and correct copy of
15 the certificate of registration for "Havana No. CS32."

16 25. A registration for "Catalina By Air" was issued by the U.S. Copyright Office
17 effective in 2000 and carrying Registration Number VA1-052-091. A
18 supplemental registration for this work was issued by the U.S. Copyright
19 Office effective July 23, 2013 carrying Registration Number VA1-433-518.
20 Attached as part of Exhibit "D" is a true and correct copy of the certificate
21 of registration for "Catalina By Air."

22 26. A registration for "Visit Cuba" was issued by the U.S. Copyright Office
23 effective in 2000 and carrying Registration Number VA1-048-130. A
24 supplemental registration for this work was issued by the U.S. Copyright
25 Office effective July 23, 2013 carrying Registration Number VA1-433-528.
26 Attached as part of Exhibit "E" is a true and correct copy of the certificate
27 of registration for "Visit Cuba."
28

- 1 27. A registration for "The Lindbergh Line" was issued by the U.S. Copyright
2 Office effective in 2001 and carrying Registration Number VA1-094-498. A
3 supplemental registration for this work was issued by the U.S. Copyright
4 Office effective October 21, 2003 carrying Registration Number
5 VA1-237-002. Attached as part of Exhibit "F" is a true and correct copy of
6 the certificate of registration for "The Lindbergh Line."
- 7 28. A registration for "Cuba" was issued by the U.S. Copyright Office effective
8 on April 19, 2002 and carrying Registration Number VA1-130-347. A
9 supplemental registration for this work was issued by the U.S. Copyright
10 Office effective July 23, 2013 carrying Registration Number VA1-433-517.
11 Attached as part of Exhibit "G" is a true and correct copy of the certificate
12 of registration for "Cuba."
- 13 29. A registration for "Aloha Hawaii" was issued by the U.S. Copyright Office
14 effective in 2003 and carrying Registration Number VA1-181-636. A
15 supplemental registration for this work was issued by the U.S. Copyright
16 Office effective July 25, 2013 carrying Registration Number VA1-433-506.
17 Attached as part of Exhibit "H" is a true and correct copy of the certificate
18 of registration for "Aloha Hawaii."
- 19 30. A registration for "Varadero Cuba" was issued by the U.S. Copyright Office
20 effective in 2003 and carrying Registration Number VA1-219-145. A
21 supplemental registration for this work was issued by the U.S. Copyright
22 Office effective July 25, 2013 carrying Registration Number VA1-433-544.
23 Attached as part of Exhibit "I" is a true and correct copy of the certificate of
24 registration for "Varadero Cuba."
- 25 31. A registration for "Cuba and American Jockey Club" was issued by the
26 U.S. Copyright Office effective in 2004 and carrying Registration Number
27 VA1-238-650. A supplemental registration for this work was issued by the
28 U.S. Copyright Office effective July 23, 2013 carrying Registration Number

- 1 VA1-433-553. Attached as part of Exhibit "J" is a true and correct copy of
2 the certificate of registration for "Cuba and American Jockey Club."
- 3 32. A registration for "Cuba Land of Romance," was issued by the U.S.
4 Copyright Office effective on August 27, 2004, carrying Registration
5 Number VA1-280-059. Attached as part of Exhibit "K" is a true and correct
6 copy of the certificate of registration for "Cuba Land of Romance."
- 7 33. A registration for "Escape to Cuba" was issued by the U.S. Copyright
8 Office effective on September 9, 2005, carrying Registration Number
9 VAu-685-249. Attached as part of Exhibit "L" is a true and correct copy of
10 the certificate of registration for "Escape to Cuba."
- 11 34. A registration for "Key West, Florida" was issued by the U.S. Copyright
12 Office effective on September 9, 2005, carrying Registration Number
13 VAu-685-250. Attached as part of Exhibit "M" is a true and correct copy of
14 the certificate of registration for "Key West."
- 15 35. A registration for "Cocoa Beach" was issued by the U.S. Copyright Office
16 effective on June 12, 2007 carrying Registration Number Vau-000-745-799
17 and showing Greg Young International as the Copyright Claimant.
18 Attached as part of Exhibit "N" is a true and correct copy of the certificate
19 of registration for "Cocoa Beach." On September 21, 2011, Greg Young,
20 an individual, d/b/a Greg Young International, assigned his copyrights to
21 "Cocoa Beach" to plaintiff GYP.
- 22 36. A registration for "Havana No. CS99" was issued by the U.S. Copyright
23 Office effective on June 12, 2007, carrying Registration Number
24 VAu-745-801. Attached as part of Exhibit "O" is a true and correct copy of
25 the certificate of registration for "Havana No. CS99."
- 26 37. A registration for "Pineapple" was issued by the U.S. Copyright Office
27 effective in 2003 and carrying Registration Number VA1-211-672. A
28 supplemental registration for this work was issued by the U.S. Copyright
Office effective July 25, 2013, carrying Registration Number VA1-433-537.

Attached as part of Exhibit "P" is a true and correct copy of the certificate of registration for "Pineapple."

38. A registration for "Coconut" was issued by the U.S. Copyright Office effective in 2003 and carrying Registration Number VA1-205-134. A supplemental registration for this work was issued by the U.S. Copyright Office effective July 23, 2013 carrying Registration Number VA1-433-516. Attached as part of Exhibit "Q" is a true and correct copy of the certificate of registration for "Coconut."

39. A registration for "Ginger" was issued by the U.S. Copyright Office effective in 2003 and carrying Registration Number VA1-202-082. A supplemental registration for this work was issued by the U.S. Copyright Office effective July 25, 2013 carrying Registration Number VA1-433-539. Attached as part of Exhibit "R" is a true and correct copy of the certificate of registration for "Ginger."

CAFEPRESS' INFRINGING ACTIVITIES

40. Recognizing the popularity and appeal of Mr. Erickson's designs, CafePress used unauthorized copies of each of the 18 individual works of art at issue here, which were created by Mr. Erickson and owned by GYP. CafePress in turn willfully copied, printed, and displayed these 18 individual works of art on various products and merchandise that the company manufactures, displays, and sells on its website, to wit:

- a. At least since November 6, 2014, CafePress willfully copied, printed, and displayed "Aloha" on shower curtains which have been offered for sale. See Exhibit "AA."
- b. At least since March 5, 2015, CafePress willfully copied, printed, and displayed "Aloha from Hawaii" on magnets which have been offered for sale. See Exhibit "BB."
- c. At least since January 23, 2015, CafePress willfully copied, printed, and displayed "Havana" on: 1) postcards, 2) stainless steel water

1 bottles, 3) travel bags, 4) magnets, 5) coffee mugs, 6) travel posters,
2 7) t-shirts, and 8) buttons, which have been offered for sale. See
3 Exhibit "CC."

4 d. At least since March 5, 2015, CafePress willfully copied, printed, and
5 displayed "Catalina by Air" on magnets which have been offered for
6 sale. See Exhibit "DD."

7 e. At least since March 12, 2015, CafePress willfully copied, printed,
8 and displayed "Visit Cuba" on iPad sleeves which have been offered
9 for sale. See Exhibit "EE."

10 f. At least since November 6, 2014, CafePress willfully copied, printed,
11 and displayed "The Lindberg Line" on shower curtains which have
12 been were offered for sale. See Exhibit "FF."

13 g. At least since May 16, 2015, CafePress willfully copied, printed, and
14 displayed "Cuba" on women's tank-tops, t-shirts, and on invitations,
15 which have all been offered for sale. See Exhibit "GG."

16 h. At least since March 5, 2015, CafePress willfully copied, printed, and
17 displayed "Aloha Hawaii" on shower curtains which have been
18 offered for sale. See Exhibit "HH."

19 i. At least since January 23, 2015, CafePress willfully copied, printed,
20 and displayed "Varadero Cuba" on: 1) t-shirts, 2) decals, 3) magnets,
21 4) note cards, 5) hoodies, 6) greeting cards, and 7) sweatshirts which
22 have been offered for sale. See Exhibit "II." On March 4, 2015
23 CafePress was notified that it was infringing the copyrights to
24 "Varadero Cuba." Despite this notice CafePress continues to infringe
25 the copyrights to "Varadero Cuba." See Exhibit "III."

26 j. At least since November 20, 2014, CafePress willfully copied,
27 printed, and displayed "Cuba and American Jockey" on wall art
28 posters which have been offered for sale. See Exhibit "JJ."

- 1 k. At least since March 12, 2015, CafePress willfully copied, printed,
2 and displayed "Cuba Land of Romance" on t-shirts which have been
3 offered for sale. See Exhibit "KK."
- 4 l. At least since March 12, 2015, CafePress willfully copied, printed,
5 and displayed "Escape to Cuba" on: 1) baseball jerseys, 2) t-shirts, 3)
6 beer labels, 4) greeting cards, 5) mouse pads, 6) jigsaw puzzles, 7)
7 ornaments, 8) tank-tops, and 9) key-holders which have been offered
8 for sale. See Exhibit "LL."
- 9 m. At least since March 5, 2015, CafePress willfully copied, printed, and
10 displayed "Key West" on wall art posters which have been offered for
11 sale. See Exhibit "MM."
- 12 n. At least since November 20, 2014, CafePress willfully copied,
13 printed, and displayed "Cocoa Beach" on cufflinks which have been
14 offered for sale. See Exhibit "NN."
- 15 o. At least since May 12, 2015, CafePress willfully copied, printed, and
16 displayed "Havana No. CS99" on: 1) aprons, 2) postcards, 3)
17 flip-flops, 4) journals, 5) cocktail platters, 6) note cards, 7) magnets,
18 8) mousepads, 9) decals, and 10) cutting-boards which have been
19 offered for sale. See Exhibit "OO."
- 20 p. At least since March 5, 2015, CafePress willfully copied, printed, and
21 displayed "Pineapple" on magnets which have been offered for sale.
22 See Exhibit "PP." On January 28, 2013, CafePress had been notified
23 that it was infringing on this particular copyright.
- 24 q. At least since March 5, 2015, CafePress willfully copied, printed, and
25 displayed "Coconut" on magnets which have been offered for sale.
26 See Exhibit "QQ."
- 27 r. At least since March 5, 2015, CafePress willfully copied, printed, and
28 displayed "Ginger" on magnets which have been offered for sale.
See Exhibit "RR."

1 41. Without authorization and in violation of GYP's copyrights, CafePress
2 created derivative works of "The Artwork" by resizing and cutting off
3 portions of "The Artwork" to fit on the products it produced and sold.

4 42. CafePress directly profits from the advertisement, manufacture, display
5 and sale of the infringed items sold on its e-commerce website.
6

7 **COPYRIGHT INFRINGEMENT COUNT**

8 43. GYP incorporates the prior paragraphs by reference as though fully set
9 forth herein.

10 44. GYP owns all title and interest in the copyrights of "The Artwork" that has
11 been publicly displayed, reproduced, copied, sold, and distributed by
12 CafePress.

13 45. CafePress has willfully, intentionally, and deliberately infringed the
14 copyrights of "The Artwork" by unlawfully publicly displaying, reproducing,
15 copying, selling, and distributing copies of "The Artwork" in violation of the
16 Unites States Copyright Act, 17 U.S.C. § 501, *et seq.* and to this day
17 continues to do so.

18 46. CafePress had and continues to have access to " The Artwork," by nature
19 of the fact that the images are sold nationally, displayed in many online
20 catalogs and displayed on the Internet.

21 47. Even after GYP sent CafePress a Notice of Infringement of "The Artwork,"
22 CafePress has continued to violate GYP's copyrights by copying,
23 displaying, and offering for sale products containing images of "Cuba" and
24 "Varadero Cuba." Exhibits "GGG" and "III."

25 48. GYP is entitled to recover CafePress' profits, or at GYP's election, statutory
26 damages in accordance with 17 U.S.C. § 504.

27 49. GYP is entitled to recover costs and attorneys' fees in accordance with 17
28 U.S.C. § 505.

PRAYER FOR RELIEF

Wherefore, for the reasons set forth above, GYP prays for judgment against all Defendants as follows:

1. Judgment in favor of GYP and against all Defendants;
2. An Order enjoining Defendants from using The Artwork;
3. An Order requiring Defendants to review all uploaded images by its members to insure that none of the images are protected by GYP's copyrights;
4. An Order that requires Defendants to pay their profits to GYP, or, at GYP's election statutory damages as provided under 17 U.S.C. § 504;
5. An Order multiplying the amount of the damages awarded to GYP as permitted by law;
6. An Order awarding GYP pre- and post-judgment interest on the money damages;
7. An Order that Defendants pay GYP for the costs of the action and GYP's reasonable attorneys' fees; and
8. An Order granting GYP such other and further relief as this Court deems equitable and proper.

///

DEMAND FOR JURY TRIAL

Plaintiff GYP demands a trial by jury on all claims so triable.

Respectfully submitted,

Dated: August 7, 2015

LAW OFFICES OF JEFFREY YOUNG

By: /s/ Jeffrey S. Young

Jeffrey S. Young, SB# 172016
LAW OFFICES OF JEFFREY S. YOUNG
1307 State Street, 1st Floor
Santa Barbara, CA 93101
jeff@jeffreyyounglaw.com
805 884-0338 (phone)
805 884-0799 (fax)

Attorney for Plaintiff Greg Young Publishing, Inc.